

[LEA/LEA CONTRACT TEMPLATE]

**School Nutrition Programs
VENDED MEALS CONTRACT
between**

_____ and _____
Local Education Agency Receiving Meals ("Recipient LEA") Local Education Agency Supplying Meals ("Vendor LEA")

Child Nutrition Agreement #

Child Nutrition Agreement #

Address:

Address:

Phone:

Phone:

Fax:

Fax:

Email:

Email:

WHEREAS, both Recipient LEA and Vendor LEA participate in the United States Department of Agriculture (USDA) School Nutrition Programs that are administered by the New Jersey Department of Agriculture, Division of Food and Nutrition (State Agency); and

WHEREAS Recipient LEA desires to purchase meals for its school food service program from Vendor LEA; and

WHEREAS, Vendor LEA has adequate meal preparation facilities and is willing to provide school meals to Recipient LEA.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, Recipient LEA and Vendor LEA hereby agree as follows:

I. Purpose and Term

Recipient LEA hereby agrees to purchase from Vendor LEA, and Vendor LEA hereby agrees to provide to Recipient LEA, the lunches, breakfasts, and afterschool snacks that are indicated in Section III below (collectively referred to in this contract as the "vended meals"), as part of the respective USDA School Nutrition Programs, all in accordance with the terms of this contract and applicable USDA regulations.

Vendor LEA will provide the vended meals to the Recipient LEA school sites listed on the attached **Schedule A**.

Recipient LEA will give Vendor LEA ___ days' advance written notice of any change to the sites or other information listed on **Schedule A**.

This contract is effective for the period commencing _____, 20___ and ending _____, 20___, unless terminated earlier as provided herein.

II. School Calendars

Vendor LEA will provide the vended meals daily, Monday through Friday, on days when both Vendor LEA schools and Recipient LEA schools are scheduled to be in session, according to their respective school year calendars attached as **Schedule B**. Vendor LEA will not be required to provide vended meals (i) on days when Vendor LEA schools are scheduled to be closed or Recipient LEA schools are scheduled to be closed, as shown on **Schedule B**; (ii) on any planned non-serving day for Recipient LEA that is not shown on **Schedule B**, provided Recipient LEA notifies Vendor LEA (by

phone/email/fax) at least _____ in advance of such date; and (iii) on days when schools are closed due to inclement weather.

III. Meal Requirements

Under this contract, Vendor LEA will provide (Recipient LEA - check all that apply):

- ☐ Lunches meeting National School Lunch Program requirements set forth in 7 CFR Section 210.10.
- ☐ Breakfasts meeting School Breakfast Program requirements set forth in 7 CFR Section 220.8.
- ☐ Afterschool snacks meeting Afterschool Care Snacks requirements set forth in 7 CFR Section 210.10.

All vended meals will be prepared following applicable USDA program regulations, and will conform to the meal pattern requirements set forth therein.

IV. Milk

(Recipient LEA - check one)

- ☐ All vended meals supplied by Vendor LEA will **include milk**.
- ☐ Vendor LEA will supply all vended meals **without milk**, which Recipient LEA will purchase separately.

V. Menus

Vendor LEA will provide Recipient LEA with menus prepared on a [weekly][two-week][monthly] basis at least _____ in advance of their effective dates.

VI. Orders

(Recipient LEA - check one)

- ☐ Recipient LEA will order vended meals on a **weekly** basis by notifying Vendor LEA by [phone/email/fax] on each _____ of the numbers of each type of vended meal needed for each day of the following week.
- ☐ Recipient LEA will order vended meals on a **daily** basis by notifying Vendor LEA by [phone/email/fax] not later than _____ of the numbers of each type of vended meal needed for [that day] [the following day].

Recipient LEA may increase or decrease the number of each type of vended meal ordered for any day by up to _____ vended meals by notifying Vendor LEA by [phone/email/fax] not later than _____ on the [scheduled delivery date] [day before the scheduled delivery date].

Recipient LEA may from time to time order additional food, condiments, utensils or paper goods from Vendor LEA by notifying Vendor LEA (by phone/email/fax) at least _____ in advance of the desired delivery date.

VII. Packaging

(Recipient LEA - check one)

- ☐ Vendor LEA will provide all vended meals as individual, unitized meals packaged in sealed, leak-proof containers suitable for transport.
- ☐ Vendor LEA will provide vended meals in bulk quantities, accompanied by written instructions listing the planned portion size to be served of each food component in order to meet the applicable meal pattern requirements.

All vended meals supplied by Vendor LEA will include the following:

(Recipient LEA - check all that apply)

- ☐ Eating utensils
- ☐ Condiments
- ☐ Paper goods
- ☐ Serving utensils [and trays]
- ☐ Other (specify):

VIII. Delivery

(Recipient LEA - check one)

- ☐ Not later than _____ each day, Vendor LEA will deliver vended meals in separate, suitable transport containers for each meal type, to each Recipient LEA vended site indicated on **Schedule A**. Vended meals should not be delivered before _____. Vendor LEA will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until Recipient LEA accepts delivery. Vendor LEA will prepare a daily delivery slip for each Recipient LEA vended site. An authorized Recipient LEA representative will count and verify all vended meals upon receipt at each Recipient LEA vended site, and note any discrepancies on the daily delivery slip.
- ☐ Vendor LEA will load vended meals in separate, suitable transport containers for each meal type, to be picked up by Recipient LEA not later than _____ each day. Vendor LEA will be responsible for the condition and care of vended meals, including maintaining the proper temperature of meal components, until picked up by Recipient LEA. Vendor LEA will prepare a daily delivery slip and an authorized Recipient LEA representative will count and verify all vended meals at pick up, and note any discrepancies on the daily delivery slip.

IX. Charges and Billing

Recipient LEA will pay the following prices for vended meals that meet School Nutrition Programs requirements and are provided in accordance with this contract:

Breakfast: \$
Lunch \$
Snack \$

Vendor LEA will submit a written invoice to Recipient LEA following the end of each calendar month, listing the numbers and types of vended meals provided on each day of the preceding month, the monthly total for each type of vended meal provided, and their respective unit prices. The invoice shall also include an itemized list and the respective charges for any additional food, condiments, utensils or paper goods delivered by Vendor LEA to Recipient LEA in the preceding month. If Vendor LEA received any USDA donated foods on behalf of Recipient LEA during the preceding month, it will deduct the total market value of all such foods from the amount billed on Recipient LEA's monthly invoice.

Recipient LEA will not be required to pay for vended meals that are spoiled or unwholesome at the time of delivery, or that otherwise fail to meet the terms of this contract.

X. Health and Sanitation

Vendor LEA will maintain applicable state and local health certifications for all facilities in which meals are prepared for Recipient LEA. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

Vendor LEA will follow applicable Hazard Analysis Critical Control Point (HACCP) procedures in the preparation and delivery of vended meals for Recipient LEA.

XI. Recordkeeping and Availability of Records

- A. Vendor LEA will keep and maintain all HACCP food safety records, including HACCP process, and time and temperature monitoring.
- B. Vendor LEA will provide production and menu records relating to vended meals as needed in connection with any administrative review of Recipient LEA's school food service program, including the following: detailed production records; dated menus; recipes and/or nutrient fact sheets for all menu items served as part of reimbursable vended meals; and USDA Grain/Bread Chart.
- C. Vendor LEA agrees to grant representatives of Recipient LEA, the State Agency, USDA, and the U.S. General Accounting Office access to any of its books, documents, papers and records directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Vendor LEA will retain all required records for a period of three (3) years after Recipient LEA makes final payment under this contract and all other pending matters are closed.

XII. Claims for Reimbursement

Recipient LEA will be responsible for point-of-service meal counts for all vended meals served at Recipient LEA's schools, and for completing and submitting claims for reimbursement to the State Agency.

XIII. USDA Donated Foods

If Vendor LEA will receive USDA donated foods on behalf of Recipient LEA, the parties agree to accomplish this in compliance with any requirements in their respective agreements with the State Agency Food Distribution Program. Vendor LEA will credit Recipient LEA each month for the market value of all USDA donated foods it receives on behalf of Recipient LEA.

XIV. Termination

Either party may cancel this contract at any time by giving ____ days' written notification to the other party. Neither party shall be liable for any loss or penalty upon such termination, except Recipient LEA shall pay Vendor LEA for vended meals delivered in accordance with this contract prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives as of the dates set forth below.

SIGNATURES:

RECIPIENT LEA NAME:

Signature of Authorized Representative: _____
Name/Title:

Date:

VENDOR LEA NAME:

Signature of Authorized Representative: _____
Name/Title:

Date:

SCHEDULE A

RECIPIENT LEA SCHOOLS RECEIVING VENDED MEALS

School Name & Address	School Type	Vended Meals Provided
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack
	<input type="checkbox"/> Elementary <input type="checkbox"/> Middle <input type="checkbox"/> High School	<input type="checkbox"/> Breakfast <input type="checkbox"/> Lunch <input type="checkbox"/> Afterschool Snack

SCHEDULE B

[Insert Recipient LEA and Vendor LEA School Year Calendars]